

AGREEMENT

Between

THE BOROUGH OF CRESSKILL

And

THE CRESSKILL FIRE DEPARTMENT

IAFF LOCAL 4896

Effective: March 1, 2012 through December 31, 2015

TABLE OF CONTENTS

PREAMBLE	Page I
RECOGNITION	Article I
MANAGEMENT <i>and</i> FIREFIGHTERS' RIGHTS	Article II
SALARIES	Article III
HOURS OF WORK	IV
LONGEVITY	Article V
OVERTIME <i>and</i> COMP TIME	Article VI
CLOTHING ALLOWANCE	Article VII
HOLIDAYS <i>and</i> PERSONAL DAYS	Article VIII
INSURANCE <i>and</i> DEATH BENEFITS	Article IX
VACATION	Article X
TRAINING <i>and</i> EDUCATION	Article XI
BEREAVEMENT & OTHER LEAVES	Article XII
WORKERS' COMPENSATION	Article XIII
PAYROLL DEDUCTION	Article XIV
STANDBY	Article XV
BULLETIN BOARD	Article XVI
REPLACEMENTS	Article XVII
LEAVE OF ABSENCE	Article XVIII
PENSIONS	Article XIX
GRIEVANCE PROCEDURES	Article XX
UNION PRIVILEGES	Article XXI
SENIORITY	Article XXII
SICK LEAVE	Article XXIII
PERFECT ATTENDANCE	Article XXIV
SEPARABILITY <i>and</i> SAVINGS	Article XXV
EXTRA CONTRACT AGREEMENTS	Article XXVI
TERM OF AGREEMENT	Article XXVII

ARTICLE I RECOGNITION

SECTION 1

The Borough of Cresskill ("Borough") hereby recognizes the Cresskill Fire Department IAFF LOCAL 4896 (the "Union") as the exclusive majority representative within the meaning of the New Jersey Employer - Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all firefighters employed by the Borough as paid members of the Cresskill Fire Department.

SECTION 2

Unless otherwise indicated, the terms "firefighter", "member" or "employee", wherever used in this Agreement, refer to all persons represented by the Union in the above defined bargaining unit.

SECTION 3

The Borough and the Union hereby agree that the Union has the right to negotiate for firefighters as to rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE II MANAGEMENT and FIREFIGHTERS' RIGHTS

SECTION 1

The Borough hereby agrees that every paid firefighter shall *have* the right to freely organize, join, and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any firefighter in the enjoyment of any rights, privileges, or benefits conferred upon firefighters by the New Jersey Employer - Employee Relations Act, N.J.S. 34: 13A-1.1 et seq., or other laws of the State of New Jersey or the Constitutions

of the State of New Jersey or of the United States of America. The Borough further agrees that it shall not discriminate against any firefighter with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Union and its affiliates, his/her participation in any lawful activities of the Union and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

SECTION 2

Except as otherwise provided herein, the Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States. All practices and policies affecting terms and conditions of employment existing prior to this Agreement not specifically addressed shall remain in full force and effect. Without limiting the generality of the foregoing, the Borough shall retain the following rights:

A: To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

B: To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;

C: To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

SECTION 3

Nothing contained herein shall be construed to deny or restrict either party of or in its rights, responsibilities, and authority, under N.J.S. Titles 34, 40, 40A or any other national, state, county or other applicable law.

SECTION 4

Neither the Union nor any of its members shall engage in any job action, strike, work stoppage, sit down, and slow down, sick call action, boycott, or any other form of interference with the Borough or Fire Department operations during the term of this Agreement.

SECTION 5

The Borough will not engage in any lockout of employees covered by this Agreement during the term thereof.

SECTION 6

In the event that this Agreement expires before a new agreement is made between the Borough and the Union, it is understood that this Agreement will remain in full force and effect and shall be considered to be "in contract" until such time that agreement is reached on a new contract.

ARTICLE III SALARIES

SECTION 1

A. Salaries for employees covered by this Agreement shall be as set forth in APPENDIX A-1 (Salary Schedule)

B. The following shall be included, but not limited to, in calculating pension:

1. Base salary
2. Longevity

SECTION 2

A firefighter shall progress from Probationary Firefighter salary to First (1st) year salary after complying with the below-listed criteria and evaluation by the Fire Chief upon completion of numbers 1 and 3:

- | | | |
|---|----|--|
| 1 | 1. | Successful completion of Firefighter I, II and all state mandated training |
| 2 | 2. | Successful completion of New Jersey State First Responder |
| 3 | 3. | Successful completion of six (6) months of on-the-job training |

SECTION 3

Effective January 1, 2013, there shall be added a "Senior Firefighter Differential" pay step applicable to all bargaining unit members with twenty (20) years of creditable service. The annual amount of said step shall be \$2,500.00 which shall become part of base pay and paid along with payroll.

ARTICLE IV HOURS OF WORK

SECTION 1

The work week for all employees who perform firefighting duties shall be an average of not more than forty-five (45) hours.

SECTION 2

Firefighters will work a five (5) day work week Monday through Friday from 8am to 4 pm, which shall consist of eight (8) work hours each day. The remaining 5 five hours will be utilized for performance of duty after 4 pm.

ARTICLE V LONGEVITY

SECTION 1

In addition to salaries, wages, or other payment hereunder, each firefighter shall receive longevity compensation based upon commencement of years of service with the Borough as follows: Starting the first year of service each member will receive .05% of their base salary with an increase of .05% on the completion of each year of service. Longevity payments will commence and shall be computed and paid on the employee's anniversary date of employment. After 24 years of service, the longevity compensation will cap at 12%.

ARTICLE VI OVERTIME and COMPENSATORY TIME

SECTION 1

Overtime shall be defined as work in excess of forty five (45) hours per week for all permanently-assigned Firefighters. For each such extra hour worked, overtime compensation shall be paid at one and one-half times the regular hourly base rate of pay as established by dividing the annual base rate of pay by 2,080 hours.

SECTION 2

In the event that the Borough and/or the Fire Chief requires that the Cresskill Fire Department "stand by" in the fire house(s), on a paid basis, then the employees shall be called and placed on "standby" service. Storm-related "standby" duty shall be compensated on the basis of a three (3) hour minimum.

SECTION 3

Mandatory schooling or training undertaken after duty hours shall be compensated at the overtime rate or compensatory time off at the employee's option. Compensatory time shall be calculated as one and one-half hour for each hour spent in the mandatory class. Compensatory time will have a cap of forty (45) hours which may be carried over to the following year. All requests for comp time must be submitted thirty (30) days prior to the Chief or his designee. Compensatory time leave will not cause overtime. Any time requested less than thirty (30) days in advance is subject to approval at the discretion of the Fire Chief or his designee. Overtime shall be paid in accordance with all appropriate State and Federal regulations.

SECTION 4

Incident Recall Paid Firefighters recalled due to an incident shall remain on paid duty (overtime status) until the Fire Department is back in service or the incident is completed and the Fire Department is dismissed. In either case, pay shall be compensated on the basis of a three (3) hour minimum.

SECTION 5

Court or legal forum appearance after normal duty hours shall be compensated at the overtime rate and on the basis of a one (1) hour minimum.

SECTION 6

Scheduled Overtime shall be assigned to regular full time employees of the Department first, and it shall be based upon a rotating seniority roster of the paid staff.

SECTION 7

The Chief or his designee shall establish and maintain an overtime list. Once the list is established, overtime when necessary will be assigned on a rotating basis. Employees absent will not be charged with a refusal of overtime. The employee on the top of the list will be responsible for performing such overtime. Once the overtime slot has been satisfied, the employee drops to the bottom of the list thereby advancing all employees one slot.

ARTICLE VII CLOTHING ALLOWANCE

SECTION 1

Each employee shall receive an annual clothing allowance in the amount of **\$750.00**. This allowance shall cover the cost of maintaining a blue daily work uniform and a dress uniform. This payment will be made on or before March 15 of each year.

SECTION 2

Each new employee shall receive Station uniforms, consisting of three (3) shirts, three (3) pants, one (1) job shirt, one (1) jacket and one (1) pair of shoes, compliant with appropriate standards.

SECTION 3

Each new employee shall receive the following items per NFPA specs: one (1) turnout coat, one (1) bunker pants, one (1) helmet, one (1) hood, one (1) pair of boots, one (1) pair of gloves.

ARTICLE VIII HOLIDAYS and PERSONAL DAYS

SECTION 1

Each employee shall enjoy the following paid thirteen (13) holidays during each year of this Agreement. These days will be added in the base pay:

New Year's Day

Good Friday

Independence Day

Columbus Day

Lincoln's Birthday

Veteran's Day

Christmas Day

Martin Luther King Day

Memorial Day

Labor Day

Election Day

President's Day

Thanksgiving Day

All employees shall be required to report for duty on the following holidays when said holidays fall on a normal workday, Martin Luther King Day, Lincoln's Birthday, Columbus Day Veteran's Day, and Election Day. Additional holidays given to all other Borough employees will be extended to firefighters.

SECTION 2

Holiday pay or its equivalent will be computed on the basis of eight (8) hours per day and shall be based on each employee's annual salary, including longevity.

SECTION 3

Each employee shall be entitled to three (3) personal leave days annually without loss of pay, in addition to any other time off provided for in this Agreement. All Personal leave days must be submitted 30 days prior to the Chief or his designee. Any time requested less than (30) days in advance is subject to approval at the discretion of the Fire Chief or his designee. Personal leave days do not carry over to the next year.

SECTION 4

Each employee shall be able to take time off against available sick leave in case of emergencies subject to prior approval of the Fire Chief or his designee and subject to Departmental needs.

ARTICLE IX INSURANCE and DEATH BENEFITS

SECTION 1

Existing levels of coverage from the State Plan for hospitalization, major medical, dental, and prescription shall be continued for all active employees and their eligible dependents.

SECTION 2

Should the Borough seek to change its insurance policies or carriers, or to change insurance to any degree, then the Borough shall provide ninety (90) days' advance notice and new policies shall provide equivalent coverage.

SECTION 3

Employees are entitled to purchase eyeglasses up to \$200 per year. A receipt of purchase is required and will be submitted to the Chief or his designee.

SECTION 4

The Borough shall provide each Employee with \$5,000 face amount life insurance coverage and will pay the cost of premiums for same.

ARTICLE X VACATION

SECTION 1

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows: After completion of six (6) months of service, during the first calendar year of appointment and each succeeding year, each member shall receive an annual vacation comprising of:

- A base period of 12 days; plus
- One additional day of each year worked
- Maximum amount of vacations days shall be 32

SECTION 2

Requests for vacation must be submitted in writing by March 1st of the current year. Vacation days do not carry over to succeeding years.

SECTION 3

Seniority of firemen shall be the basis for determine preference of vacation. Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury.

SECTION 4

If no employee is on vacation during any week and any employee desires a change of his/her scheduled vacation period, same may be accomplished by an appropriate request on thirty (30) days' advance notice to the Fire Chief and subject to his/her approval.

SECTION 5

Between June 1 and Labor Day, employees shall split vacations once so no employee shall take more than twelve (12) working days as vacation.

SECTION 6

No more than one (1) employee will be on vacation at one time.

SECTION 7

All employees shall have made their first selection before any employee makes their second selection of vacation period. This rotation cycle will continue until all employees have used their vacation picks.

SECTION 8

The vacation allotment in the calendar year of retirement shall not be pro-rated for that calendar year.

SECTION 9

In the event that an employee is entitled to vacation leave at the time of his/her death, his widow or his estate shall receive his/her earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XI TRAINING AND EDUCATION

SECTION 1

Required training time to initiate and maintain appropriate first responder level and NJ Firefighter training, as required by the State of New Jersey, shall be provided to those firefighters during regular working hours, whenever possible. Members shall receive compensation for classes attended. Classes which are attended outside normal working hours, shall be compensated as per **Article VI**.

SECTION 2

The Department will endeavor to provide opportunities for fire training to employees covered by this Agreement.

SECTION 3

In addition to their normal pay, members of the Department shall receive additional compensation in the amount of Ten Dollars (\$10) for each completed college credit up to seventy (70) credits, received toward a degree in **fire science and technology**, or other related field. This additional compensation shall only be paid if the prior approval of the Fire Chief or the Fire Committee of the Mayor and Council was obtained.

ARTICLE XII BEREAVEMENT AND OTHER LEAVES

SECTION 1

Members shall be granted time off without deduction from pay or time owed, for the following:

(1) Employees shall be entitled to five (5) days' leave with pay upon the death of a member of the immediate family. Immediate family shall mean spouse, parent, step parent, guardian, child, step child, sibling, mother-in-law, or father-in-law, grandparent, sister-in-law, and brother-in-law.

(2) Serious injury, including childbirth in the immediate family not to exceed three days per year. Any extension of absence under this article however may at the employee's option and with the consent of the Fire Chief, be charged against available vacation time, or be taken without pay for a reasonable time.

ARTICLE XIII WORKERS' COMPENSATION

SECTION 1

The Borough shall make provisions for workers' compensation coverage for all employees, whether by insurance or otherwise. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work for a period up to one (1) year from the date of the injury. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

SECTION 2

The employee shall present evidence by a certificate of a responsible physician that he is unable to work, and the Borough may reasonably require the said employee to present such additional certificates from time to time.

SECTION 3

In the that event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough, or by its insurance carrier, then in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or the final decision of the last reviewing Court shall be binding upon the parties.

SECTION 4

For the purposes of this Article, injury or illness incurred while the Employee is acting in any Borough-authorized activity shall be considered in the line of duty.

SECTION 5

In the event that a dispute arises as to whether an absence should be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there be an appeal there from, the final decision of the last reviewing Court.

ARTICLE XIV PAYROLL DEDUCTION

SECTION 1

The Borough shall deduct from a Union member's pay as each paycheck is delivered all dues imposed by the Union, in accordance with its rules and regulations, and submit such dues to the Union. The Borough shall also allow all employees to participate in deferred compensation and/or annuity programs in addition to the New Jersey Police and Fire Retirement Pension Plan.

ARTICLE XV STANDBY

SECTION 1

It is recognized by both parties that firefighters have a moral obligation to respond to fires when on standby duty. Standby duty would be defined as the time firefighters are off duty.

ARTICLE XVI BULLETIN BOARD

SECTION 1

The Borough will supply one (1) bulletin board for the use of the Union, to be placed in a conspicuous place. The bulletin board shall be for the use of the Union for the posting of notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of employees. No matter may be posted without receiving permission of the officially designated Union representative.

ARTICLE XVII REPLACEMENTS

SECTION 1

No full-time employees covered by this Agreement shall be replaced by any per diem firefighters or other personnel. The present practice shall continue.

ARTICLE XVIII LEAVE OF ABSENCE

SECTION 1

A leave of absence without pay may be granted by the Governing Body for an additional six (6) month period, not to exceed two (2) six (6) month periods within a three (3) year period. No member shall receive more than two (2) six (6) month leaves in any three (3) year period.

SECTION 2

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough.

SECTION 3

At the expiration date of such leave, the employee shall be returned to the position from which he is on leave.

ARTICLE XIX PENSIONS

SECTION 1

The Borough shall provide pension and retirement benefit to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

SECTION 2

The Employer will pay to the appropriate Police and Firefighter Retirement system all amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

SECTION 3

It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate firefighter retirement fund, then, and in that event, resolution of said dispute shall be made by the appropriate fund, and the parties to this Agreement agree to be bound thereby.

ARTICLE XX GRIEVANCE PROCEDURE

SECTION 1

A grievance is any complaint arising with respect to wages, hours of work, or other negotiable conditions of employment and includes any dispute over the interpretation, application, or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department. This grievance procedure shall include disciplinary grievances where the disciplinary sanction is five (5) days or less fine or equivalent suspension.

SECTION 2

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Union representative.

SECTION 3

When the Union wishes to present a grievance for itself, for an employee, or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

- (1) In the event that any difference or dispute should arise between the Borough and the Union or employees over the application and interpretation of this Agreement, including matters of safety, an earnest effort shall be made to settle such differences between the aggrieved employee and his superior within seven (7) working days of the event or within seven (7) working days after the employee should reasonably have known of the event. (STEP 1)
- (2) If no satisfactory agreement is reached within seven (7) working days, then the grievance shall be reduced in writing and submitted to the Chief within seven (7) days. (STEP 2)
- (3) If no satisfactory agreement is reached within seven (7) working days, then a conference will be arranged with the Chief of Department. (STEP 3)

- (4) Should no acceptable agreement be reached within an additional seven (7) working days, then the matter shall be submitted to the Borough Administrator who shall have ten (10) working days to submit his decision. The aggrieved employee has the right to representation by an official of the Union in steps 2, 3 and 4. (STEP 4)

SECTION 4

ARBITRATION

- (1) Within two (2) calendar weeks of the transmittal of the written decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, either party to this Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.
- (2) The parties agree to the procedures of the Public Employment Relations Commission to select an impartial arbitrator who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall be borne equally by both parties.

SECTION 5

Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided that notification of all meetings, steps and grievance answers are given by the employee to the Union and the Union is given the opportunity to be present at all steps of the grievance procedure.

SECTION 6

The steps provided herein may be waived by mutual agreement of the parties. If the Borough fails to meet and/or answer any grievance within the prescribed time limits hereinbefore provided, such grievance may be processed to the next step.

ARTICE XXI UNION PRIVILEGES

SECTION 1

Those employees serving as members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Borough and the Union for the purpose of negotiating the terms and agreement, when such meetings take place at times during which such members are scheduled to be on duty.

SECTION 2

The delegate or the alternate delegate of the Union shall be granted leave from duty with pay for one state association meeting per month for the performance of the duties of their respective offices. The Union shall provide the Chief with each year's meeting dates no later than December 15 of the immediately preceding year.

SECTION 3

The President or his designee shall also be granted leave from duty with pay for one Union meeting per month provided that such leave does interfere with the efficient operation of the Department. Request for such leave must be provided to the Chief at least forty-eight (48) hours prior to the requested date.

ARTICLE XXII SENIORITY

SECTION 1

Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absences for illness or injury. Seniority shall be used for the purpose of selecting vacations.

SECTION 2

All employees identified for lay-off shall be placed on an eligible list in the order in which they are laid off and shall remain on that list for two (2) years from the date of lay off. Prior to hiring any new firefighters, the Borough agrees to first offer employment to the individuals on the rehire list, beginning with the first name on the list. In the event the first named individual declines the offer of employment, the Borough agrees to extend offers of employment to the other individuals on the rehire list in the order in which they appear on the list. The Borough agrees that no individual whose name does not appear on the rehire list shall be hired unless and until all individuals on the rehire list have been offered and declined an offer of employment.

ARTICLE XXIII SICK LEAVE

SECTION 1

All covered personnel shall be entitled to sick pay for a maximum of ninety-six (96) hours annually. At the end of each year, every employee will be compensated for any unused sick time at the full rate of the employee's established rate of pay. Sick days shall no longer be accumulated for terminal leave purposes. If an employee is terminated prior to the year's end, said employee will be compensated at the time of termination at the Employee's established rate of pay for any unused sick days that have accrued to that date.

SECTION 2

Any Employee who calls in sick shall remain at home or advise headquarters of his location for the duration of his illness.

SECTION 3

The Department may require a certificate of illness prepared by a physician to be provided to the Chief, or in the event the Employee does not reasonably provide such a certificate of illness, the employee will not be paid for the period of illness. Any employee who does not provide a verifiable justification of illness is subject to discipline. In the event that the Borough requires a second opinion, the Borough will pay reasonable and customary charges for examination by a physician of the Borough's choice.

SECTION 4

Except in the case of a major illness, if an employee uses more than the allotted ninety-six (96) sick hours in any one calendar year, the employee shall have the option to have said additional days deducted from the total number of terminal leave days accrued at that time. If an Employee elects not to have additional days deducted from terminal leave, he shall be deemed to have elected to take those additional days without pay. Any days that have been deducted from the terminal leave days cannot be replaced.

SECTION 5

In the case of a major illness, only forty-eight (48) hours will be deducted from the ninety-six (96) allotted sick hours and the employee will be allowed to be out for up to four (4) months with pay. In the event that the illness requires more than four (4) months, he/she will be charged an additional forty-eight (48) allotted sick hours and be able to take off another four (4) months with pay. After all sick time has been used, any additional days shall be deducted from the employee's accumulated terminal leave days or the Employee's accumulated vacation days (employee gets option).

SECTION 6

A major illness is defined as an illness that would cause an employee to be unable to perform his/her duties and would require an absence of more than five (5) days. It would require a written statement from the employee's physician certifying that the employee is unable to perform his or her duties and specifying the employee's participated illness and estimated length of absence.

ARTICLE XXIV PERFECT ATTENDANCE

SECTION 1

Employees shall be entitled to a bonus of two (2) days pay upon the completion of one (1) full calendar year of perfect attendance. Perfect attendance shall be defined as not being absent from work for any reason except vacation days, personal leave, compensatory time, or a death in the employee's immediate family.

ARTICLE XXV SEPARABILITY *and* SAVINGS

SECTION 1

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXVI EXTRA CONTRACT AGREEMENTS

SECTION 1

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement, unless the Union agrees to such change in writing, or unless a new representative is duly elected by the employees.

ARTICLE XXVII TERM OF AGREEMENT

THIS AGREEMENT shall be effective **June 1, 2012** and shall remain in full force and effect until **December 31, 2015**. In the event no new or substitute Agreement is entered into on or before December 31, 2015, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Cresskill, New Jersey, on this 1st day of June, 2012.

Witness:

Barbara A. Masuto

Barbara A. Masuto

BS PR
Mayor Benedict Romeo

Willie Oke
IIAF Local 4896 Representative

APPENDIX A-1
SALARY SCHEDULE
Applicable for Employees Hired After January 1, 2012

	01/01/12	01/01/13	01/01/14	01/01/15
Probation Firefighter	\$32,000	\$32,640	\$33,293	\$33,958
1 st year Firefighter	\$37,410	\$38,159	\$38,923	\$39,702
2 nd year Firefighter	\$45,343	\$46,250	\$47,175	\$48,119
3 rd year Firefighter	\$53,276	\$54,342	\$55,429	\$56,538
4 th year Firefighter	\$61,209	\$62,434	\$63,683	\$64,957
5 th year Firefighter	\$69,142	\$70,525	\$71,936	\$73,375
6 th year Firefighter	\$77,075	\$78,617	\$80,190	\$81,794
7 th year Firefighter	\$85,008	\$86,709	\$88,444	\$90,213
8 th year Firefighter	\$92,941	\$94,800	\$96,696	\$98,630
9 th year firefighter	\$100,874	\$102,892	\$104,950	\$107,049
10 th year Firefighter	\$108,817	\$110,994	\$113,214	\$115,479